



COUNTY OF JACKSON, MICHIGAN

**REQUEST FOR PROPOSAL
FOR
AMUSEMENT AND EXHIBITION SERVICES
JACKSON, MI**

JC-962-102725



BID SUMMARY

Commodity/Service Being Requested: Amusement and Exhibition Services

Type of Solicitation: Request for Proposal (RFP) – Jackson County is requesting bids for amusement and exhibition company services. It is the intention of Jackson County to bid and award a Master Agreement to a contractor capable of providing amusement and exhibition services for the Jackson County Fair, Jackson, Michigan.

Type of Resulting Contract: Jackson County will use the results of this process to award a contract to a Vendor capable of meeting the terms and conditions outlined in this RFP.

Resulting Contract Term: Jackson County will use the results of this process to award a contract for a term of five (5) years.

ANTICIPATED TIMETABLE	
Release of RFP :	January 13, 2026
Vendors Questions Due by (5:00 pm/EST):	January 20, 2026
Questions and Answers Posted:	January 27, 2026
Proposals Due by (10:00 am/ EST) *:	February 10, 2026

*Any response received later than the specified deadline will be disqualified.

Final Agreement Award Determination: Jackson County reserves the right to make one total award, one award for each section, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one or more bids, the terms of any resultant agreement(s), and the determination of which, if any, bid(s) best serves the interests of Jackson County.

Contacts with Jackson County Personnel: All contact with Jackson County regarding this RFP or any matter relating thereto must be e-mailed as follows:

Email address: purchasing@mijackson.org

If it is discovered that a Vendor contacted and received information regarding this solicitation from any Jackson County personnel other than the Procurement Contact, Jackson County, in its sole discretion, may disqualify its proposal from further consideration. Only those communications made by Jackson County in writing will be binding with respect to this RFP.



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SECTION 1.0 – SCOPE OF WORK

1.1 Introduction

The Jackson County Parks Department is requesting proposals from qualified and experienced companies to provide Amusement and Exhibition Services for the Jackson County Fair, Jackson, Michigan.

Since 1853, the Jackson County Fair has been more than just a week-long event, it is a living tradition. Here, every laugh on the midway, every lesson in the barns, and every ribbon earned is part of something bigger. It is where entertainment, agricultural education, and time-honored values come together to shape the children of tomorrow while honoring the wisdom of yesterday. From hands-on experiences that celebrate our farming roots to moments that strengthen our community, the spirit of the fair continues to shine—just as it has for generations.

The average yearly attendance is between 80,000 to 100,000 people.

The Jackson County Fairgrounds are located in downtown Jackson at James J. Keeley County Park, 200 W. Ganson Street, Jackson, Michigan, 49201.

Scheduled Fair Dates:

- 2027: August 8 - 14, 2027
- 2028: August 6 - 12, 2028
- 2029: August 5 - 11, 2029
- 2030: August 4 - 10, 2030 (Tentative)
- 2031: August 3 - 9, 2031 (Tentative)

A map showing the area used for amusement rides is included as a reference. Refer to Exhibit A entitled, "Map of James J. Keeley County Park."

1.2 Minimum Qualifications

- a. The Bidder shall be organized for the purpose of providing amusement and exhibition services and must have a minimum of five (5) years of experience with proven effectiveness in providing these services as described in the Scope of Work. Please provide company history.
- b. Please include in your proposal a description of your organization's ability and experience to perform the work. Describe the approach your firm would take to successfully complete the tasks described in the Scope of Work.
- c. The Bidder shall submit a list of five **(5) references**, including name of institution, address, contact person, and telephone number.
- d. The Bidder shall submit a list of subcontractors to be used and identify the work each subcontractor will be designated to do for the company at the Jackson County Fair. If your proposal is selected, references will be needed for each subcontractor.



- e. The Bidder shall **meet ALL insurance requirements** in regard to Workers' Compensation Insurance, Professional and Commercial General Liability Insurance and Motor Vehicle Insurance as outlined in this RFP.
- f. The Bidder must certify that they are not on any Federal, State, or local list of debarred or prohibited contractors.
- g. Bidders must complete the requested documentation in its entirety. Failure to submit completed forms and information identified in preparation of the proposal may result in disqualification of the proposal.

1.3 Description of Deliverables

Jackson County Parks is seeking a company with experience in providing amusement and exhibition services for the Jackson County Fair. These services shall include, but are not limited to:

- Vendor is to furnish all labor, material, equipment and all other required goods and services to provide games, concessions, and carnival rides.
- Vendor shall be solely responsible for providing all electrical power required to operate rides, games, and attractions. The company must supply generators or other power sources sufficient to operate all equipment safely and reliably throughout the duration of the fair. The fair will not provide electrical power for any carnival rides, games, or concessions unless available upon request.
- Vendor shall identify the number and type of carnival rides, games, and concessions to be provided at the fairgrounds.

Food Concessions

- Vendor shall submit a **Food Concessions Inventory** that will list and describe each concession booth, photos of each booth, descriptions of the food/items available from each, and their respective prices. Jackson County reserves the right to sell or work with a third party to sell concessions around the carnival area of the event. Jackson County understands the Vendor will be providing concessions and will consider this when locating other vendors.

Rides and Attractions

- Vendor shall submit a **Ride Inventory** that will list each ride and include each ride's name, type of ride (kiddie, family, thrill, spectacular), condition/age of the ride, a photo of the ride, the age range it caters to, the height requirements, ride capacity per hour, **and each ride's total cost of operation (including staffing, generator/power and equipment)**. The contractor shall provide a minimum of thirty (30) rides.
- Vendor shall provide a ride composition and proposed ratio of major/thrill rides, family rides, and kiddie rides typically provided for a county fair of this size.
- Vendor will provide its pricing structure for individual tickets, rides, wristband sales, "pay one price" offers, and advance online sales, if offered.



- Vendor will describe how it keeps its midway fresh and exciting each year for returning fairgoers. Its approach to introducing new rides or rotating attractions while retaining proven favorites, including how decisions are made regarding which rides travel to each fair.
- Vendor will describe how it monitors guest feedback or industry trends to guide ride selection. How it tracks which rides perform the best or have the highest demand.

Games

- Vendor shall submit a **Games Inventory** that will list and describe each game, the play costs, prize varieties, intended age groups, and rules/guidelines for each game.

Operations and Staffing

- Vendor's personnel shall operate all rides/concessions/attractions and verify that every rider possesses a method of identification (valid paid ticket/wristband) prior to granting them access to the ride.
- Vendor shall describe any additional amenities (shade seating, cooling stations, entertainers, landscaping, etc.) being provided for the event. Provide photos, and explain each amenity being provided in detail.
- Vendor is requested to provide its carnival layout to Jackson County and finalize it ten (10) days prior to the opening of the Fair.
- Vendor shall describe the housing of its employees and confirm if they require a location for them onsite. If so, provide the number of employees, number and size of housing units, and the needs for any electricity and water.
- Vendor shall describe the dress code of its employees.
- Vendor shall describe how it will handle, collect, and dispose of trash throughout the carnival. If so, what will they require from Jackson County to do so?
- Vendor shall identify any subcontractors that will be used for any aspect of this event and describe the work to be performed by each subcontractor.
- Vendor shall describe how it performs background checks on employees.
- The rides/concessions/games shall be operated from 2:00 p.m. to 10:00 p.m.
- Vendor will provide the arrival date for setting up prior to the start of the county fair and a departure date upon the conclusion of the Fair.
- Vendor shall provide a detailed list of what its requirements are of Jackson County prior to arrival and departure from the Fair.
- Upon conclusion of the Fair, the selected Vendor shall clear the designated location of all rides, concessions, games, and any excess materials or debris.

Financial Terms

- Vendor shall provide a projected amount of gross revenue for the carnival at the Jackson County Fair.
- Vendor shall provide what percentage of gross sales are to be allocated to Jackson County.



- Vendor shall provide the amount per game booth and concession booth to be paid to Jackson County.
- Vendor shall provide the guaranteed minimum (regardless of gross receipts) to be paid to Jackson County upon completion of the event.
- Vendor shall describe its advertising program, if applicable, and provide a detailed plan that includes costs and total dollar value in cash for trade.

1.4 Jackson County Parks Responsibilities

RESERVED

1.5 Product and Service Offerings

Jackson County is seeking a service provider that has the depth, breadth, and quality of resources necessary to provide amusement and exhibition services. Vendors shall prepare a written bid to include, but not be limited to, the following terms and conditions:

- Vendor will be required to furnish properly trained and equipped personnel capable of providing the services described in Section 1.3 Description of Deliverables.
- Vendor must include a detailed timeline from set-up to tear-down of the midway to provide the services described in Section 1.3 Description of Deliverables.

1.6 Delivery of Services

Vendor must supply an adequate number of personnel to complete the event by the deadline designated by Jackson County Parks. Vendor shall assure sufficient coverage to provide amusement and exhibition services as requested in the RFP.

Vendor shall supply a detailed planning process that includes a timeline of how its services will be implemented for this event. If there are services that might require a longer delivery time frame to complete the priorities identified in Section 1.3 Description of Deliverables, please denote this requirement in your response.

Vendor shall supply a detailed list of other venues where it has provided its services for other entities as described in this RFP.

Permits, Licensure, and Insurance Requirements:

- Vendor and all subcontractors must be licensed and insured.
- Vendor shall submit proof of professional license, insurance, and business license upon award.

Subcontracting: Any person undertaking a part of the work under the terms of the contract, by virtue of an agreement with the Vendor, must receive the approval of the Jackson County's Department Director or designee prior to any such undertaking. The County may terminate the contract if the subcontracting is done without this approval.



1.7 Personnel

Personnel assigned to this event may be a combination of full-time and part-time employees of Vendor. Vendor will pay all wages and payroll taxes as well as applicable and mandated insurances to and on behalf of its employees, including but not limited to, workers' compensation insurance. Vendor releases and agrees to hold Client harmless from any liability resulting from claims made by any of the Vendor's employees who are working or have worked to the extent not caused by Client's negligence.

Vendor shall be responsible for all matters relating to screening, hiring, training, licensing, discipline, payroll/taxation, and unemployment for all of its employees and shall hold the Client harmless thereon. It is acknowledged that all personnel used by the Vendor are employees of the Vendor, whether part-time or full-time, and have no direct or indirect employment relationship with the Client.

1.8 Supervision

Vendor shall be solely responsible for the supervision of the personnel that it employs to provide the services required by the resulting contract. Vendor shall, as soon as safely possible, remove from service and replace any of its personnel that Client reasonably believes to be unqualified to perform his or her duties or is unable to perform their duties in a professional manner and properly interact with the Client's employees and the public. In the event any of the Vendor's personnel are replaced as herein provided, Vendor shall indemnify and hold Client harmless from any claims arising from the removal of any such personnel employed by the Vendor.

Vendor shall give Jackson County Parks a means of immediate communication regarding completion of the event, emergencies, or any other occasion that may arise. A cellular phone of the person(s) responsible for managing the contract must be provided.

Vendor shall ensure that its employees do not remove any of the Client's property from the work site without the Client's written permission. In the event any of the Client's property is so removed, the Vendor shall ensure that its employee has returned any property taken unless otherwise agreed in writing. In the event the property cannot be returned, the Vendor shall be responsible for reimbursing the Client for the value of the property not returned.

1.9 Service Capabilities

Communication Plan/Contract Management

Vendors shall identify their company standards of communication as they relate to contract performance, issue management, and change management. An issue is an identified event that, if not addressed, may affect schedule, scope, service, delivery, quality, or budget. A change is identified as a change in corporate leadership, structure, merger, or acquisition.

Primary Account Representative

Vendors must identify by name and location the primary account representatives and key contacts who will be responsible for the performance of a resulting contract, as well as contact persons for reports and bid documents. Include names, titles, address, phone number, and email addresses.



1.10 Customer Service

The County prefers that the Vendor have an accessible customer service department with an individual specifically assigned to Jackson County. Describe your company's Customer Service Department (designated customer service representative, designated delivery manager, hours of operation, number and location of service centers, regular and emergency response times, etc.)

1.11 Pricing Schedule

Respondents shall provide pricing on items and services they furnish on Attachments A, B, and C.

a. Vendor must complete Attachment A - Food Concessions Inventory, Attachment B - Rides Inventory, and Attachment C - Games Inventory.

b. Billable work will begin at time Vendor or their employee(s) arrive on County park site.

1. Payment Terms

Jackson County is to be paid upon conclusion of the fair.

2. Tax Excluded from Price

(a) Sales Tax: Jackson County and local units of government are exempt from sales tax for direct purchases. The Vendor's prices must not include sales tax.

(b) Federal Excise Tax: Jackson County and local units of government may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for Jackson County's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Vendor's prices must not include the Federal Excise Tax.

3. Special Incentives

Jackson County is interested in any other special programs and alternative recommendations that vendors may have. Please discuss these programs, such as customer employee retail discounts, return policies, trade-in programs allowing the return of new product not needed, quantity discounts, green product offering, Michigan made products, etc.

In addition to completing the pricing information in Attachment A, provide any additional comments regarding pricing, discounts being offered, and information on other cooperative contracts held by the Vendor.



1.12 Price Assurance

The awarded vendor agrees to provide pricing to Jackson County and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to promptly lower the cost of any product/service purchased through Jackson County following a reduction in the manufacturer or publisher's direct cost. If respondent has existing cooperative contracts in place, Jackson County requests equal or better than pricing to be submitted.



SECTION 2.0 – BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the Bid Documents, including, without limitation, any RFP Addenda and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP JC-962-102725 – Amusement and Exhibition Services.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, the requirements under the County Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. If selected for award, the following certifications will be required before work commences:
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
 - Assurance Regarding Access to Records and Financial Statements
 - Iran Economic Sanctions Act
6. The undersigned acknowledges that Bidder will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated Bid Documents.
7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
8. Patent indemnity: Vendors who do business with the County shall hold the County of Jackson, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
9. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Jackson, which meets the minimum insurance requirements, as stated in the terms and conditions.



2.1 Company Profile

Official Name of Bidder:		Type of Entity/Organization (check one): <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Non-Profit / Church <input type="checkbox"/> Other: _____
Street Address:		
City:		
State:	Zip Code:	
Website:		
Primary Contact Name:		
Primary Contact Phone Number		
Primary Contact Email Address:		
Company's Dun & Bradstreet (D&B) number:		
Has your company been debarred by the Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>		
Has your company been debarred by State Governments? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>		
Brief history of your company, including the year it was established:		
Signature:		
Name and Title of Signer:		
Date:		



2.2 References

Provide a minimum of five (5) customer references for product and/or services of similar scope within the past 5 years.

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Serviced:
Description of Services:	
Annual Volume:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Serviced:
Description of Services:	
Annual Volume:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Serviced:
Description of Services:	
Annual Volume:	



Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Serviced:
Description of Services:	
Annual Volume:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Serviced:
Description of Services:	
Annual Volume:	



2.3 Proposer Guarantees and Warranties

- a. Proposer warrants that it is willing and able to comply with State of Michigan laws with respect to foreign (non-state of Michigan) corporations.
- b. Proposer warrants that it complies with all minimum mandatory requirements.
- c. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees, or agents thereof.
- d. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the County of Jackson.
- e. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.
- f. Proposer certifies it can and will provide and make available, at a minimum, all services set forth in Section 1.0 - Scope of Work.

Name of Firm:	
Name of Official (print or type):	Title:
Signature of Official:	Date:



SECTION 3.0 – BIDDING, EVALUATION, SELECTION, AND AWARD PROCESS

This section contains key event dates and activities as well as instructions to Vendors on how to prepare and submit their proposal.

ANTICIPATED TIMETABLE	
Release of RFP:	January 13, 2026
Vendors Questions Due:	January 20, 2026
Questions and Answers Posted:	January 27, 2026
Proposals Due by (10:00 am/ EST) *:	February 10, 2026

*Any response received later than the specified deadline will be disqualified.

3.1 Jackson County Responsibility

Jackson County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

3.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at Jackson County Administrator/Purchasing agent designee's sole judgment and his/her judgment shall be final.

3.3 Vendors Questions

Vendors may submit written questions regarding this RFP by e-mail to the address identified below. All questions must be received by 5:00 pm EST (Eastern Standard Time) no later than January 20, 2026. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions please specify the RFP section and paragraph number, and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. Jackson County reserves the right to group similar questions when providing answers. Questions should be addressed to:

Email address: purchasing@mijackson.org

Jackson County may modify the RFP at any time during the bid process. All changes to the RFP will be posted under the bid number and each posting officially revises the RFP.



3.4 Preparation of the Proposal

Each Vendor must submit a complete proposal in response to this RFP. The proposal must remain valid for at least 120 days from the due date for responses to this RFP.

All proposals should include the following:

1. Cover Letter – introducing the firm and providing a brief synopsis of their experience in providing the services being requested in the RFP.
2. Executive Summary – briefly outlining the firm’s response to the RFP, their qualifications, and other pertinent information which might assist the evaluation team in evaluating the firm’s proposal.
3. Firm’s response to the **Scope of Work outlined in Section 1** of the RFP.
 - a. Bidders shall address each point presented in Section 1.3 Description of Deliverables and complete Attachments A, B, and C related to the services identified in this Section.
 - b. Bidders must complete the requested documentation in its entirety. Failure to submit completed forms and information identified in preparation of the proposal may result in disqualification of the proposal.
4. Letter of Transmittal – containing the following information:
 - a. Companies which will be providing the services required in the RFP and identifying any subcontractors (if known) which will be used.
 - b. Point of contact for RFP clarification or additional information.
 - c. Person authorized to legally obligate the vendor.
 - d. Contact information to include name, address, phone, fax, and/or email.
 - e. Statement of no inducement: a statement certifying that no attempt has been made or will be made by the vendor to induce any other person or vendor to submit or not to submit a bid with regard to this RFP. Furthermore, this is to certify that the bid contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any vendor or person to submit a complementary or other non-competitive bid.
 - f. Statement of no investigation/conviction: a statement certifying that the bidder, its affiliates, parent company, subsidiaries, officers, directors, subcontractors, and employees are not currently under investigation by any governmental agency and have not in the last five years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or the performance of any public contract.
5. Vendor’s Experience – Given the event objectives, the firm should demonstrate an established competence with respect to providing Amusement and Exhibition Services. The firm should list at least five (5) references from County or other governmental entities within the State of Michigan.



- a. Proposals should include in this section a listing of qualifying experience, including the name of the County or governmental entity and the number of years of providing service to that entity. Additionally, include the name, address, and phone number of the official responsible for the client organization who may be contacted.
6. Vendor's Insurance Requirements – Vendor shall furnish Jackson County with certificates of insurance indicating proof of insurance and level of insurance in the following areas:
- a. Workers Compensation
 - b. Employer's Liability
 - c. Commercial General Liability (or Comprehensive)
 - d. Motor Vehicle Insurance
7. Indemnification - The vendor shall hold harmless, defend, and indemnify Jackson County, its officers, and employees, from all claims of bodily injury, including death, and property damage arising from or alleged to be caused by the vendor's acts or omissions related to the performance of the contract.
8. Billing Procedures - The vendor will describe their firm's billing procedures in detail. The proposal should include a sample invoice and detailed explanation.
9. Company Profile (Section 2.1).
10. References (Section 2.2).
11. Attachments A, B, and C. Bidders shall provide the information requested and supply pricing on these documents.

3.5 Bid Submission Deadline

The Deadline for receipt of Bids is: February 10, 2026, 10:00 AM EST (the "Due Date").

1. Submit an electronic version of your Bid to Jackson County via email to purchasing@mijackson.org not later than **10:00 a.m. on February 10, 2026**. Jackson County has no obligation to consider any proposal that is not timely received. Note: Timely delivery is regarded as to the time and date that the e-mail arrives within Jackson County not when the e-mail was sent. Proposals will not be accepted via U.S. mail or any other delivery method.
2. APPLICANTS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL: "RFP JC-962-102725" with Company Name, and "message 1 of 3" as appropriate if the proposal consists of multiple emails. Note: All e-mails from a Vendor must be received by Jackson County by the stated time and date in order for the proposals to be deemed submitted on time.
3. No Bid may be withdrawn after the deadline for submission.



3.6 Adherence to Mandatory Requirements (Pass/Fail)

Jackson County Administrator or designee shall review RFP responses and determine if the Vendor meets the minimum requirements as outlined in this RFP.

Failure of the Vendor to comply with the minimum mandatory requirements may eliminate its proposal from any further consideration. Jackson County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

3.7 Evaluation Process

All bids will be reviewed for compliance with the mandatory requirements stated within this RFP. Bids not meeting the mandatory requirements will be deemed non-responsive and eliminated from further consideration. Jackson County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

- A. Jackson County may contact the Vendor for clarification of the Vendor's Bid.
- B. Jackson County may use other sources of information to perform the evaluation.
- C. Jackson County may require the Vendor to submit additional and/or supporting materials.

Responsive bids will be evaluated on the factors identified in this RFP. The Vendor(s) whose bid is advantageous to the County, taking into consideration the evaluation factors, will be recommended for award approval. Jackson County reserves the right to enter into final negotiations and cost-saving proposals with selected vendor.

After a prospective vendor has been selected, Jackson County and the prospective vendor(s) will negotiate a Master Agreement. If a satisfactory Master Agreement cannot be negotiated, Jackson County may, at its sole discretion, begin negotiations with the next qualified Vendor who submitted a proposal.

3.8 Evaluation Criteria

It is the intent of Jackson County to conduct a comprehensive, fair, and impartial evaluation of the bids received in response to this Request for Proposal. Proposals will be evaluated based upon the criteria below which are determined to be the most critical including qualifications, experience, and timeliness which could be overriding factors, and price may not be determinative in the issuance of a contract or award. The selected bid will be the response deemed most advantageous to Jackson County based on the following criteria:

1. Evaluation Factors for Statement of Work/Description of Estimated Timeline for Completion of Event (Section 1) – 40 points
 - a. Experience with similarly scoped events
 - b. Past event list of similar scope with contact information for those events
2. Company Profile (Section 2.1) - 10 points
3. References and Experience (Section 2.2) – 30 points



4. Pricing (Attachments A, B, and C) – 20 points
 - a. Projected amount of gross revenue
 - b. Percentage of gross sales allocated to Jackson County
 - c. Amount paid per game booth and concession booth to Jackson County
 - d. Guaranteed minimum to be paid (regardless of gross receipts) to Jackson County
 - e. Advertising program, if applicable

The County of Jackson reserves the right to request references in addition to those provided by the Vendor, to investigate any references or representatives of events that the Vendor worked on whether or not furnished by the Vendor, and to investigate the past performance of any Vendor. The County of Jackson investigation of Vendor qualifications may include inquiry into the Vendor's performance of similar services, compliance with specifications and contractual obligations, completion, or delivery of services on schedule, Vendor's lawful payment of suppliers, subcontractors, and workers, and other relevant matters.

3.9 Optional Tools to Enhance Evaluation Process

Jackson County during the evaluation of proposals may find it necessary to utilize one or multiple tools, as listed below, to facilitate their understanding of the proposal(s) in order to select the best offering to Jackson County:

- Clarifications
- Deficiency Report
- Oral Presentation
- Site Visit
- Best and Final Offer (BAFO)
- Negotiations

3.10 Jackson County Option to Reject Proposals

Jackson County may, in its sole and absolute discretion, reject any or all proposals submitted in response to this RFP. Jackson County shall not be liable for any costs incurred by the Vendor in connection with the preparation and submission of any proposal. Jackson County reserves the right to waive inconsequential disparities in a submitted proposal.

3.11 Freedom of Information Act

This contract and all information submitted to Jackson County by the Contractor and Vendors is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

Jackson County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the Michigan Freedom of Information Act or otherwise by law. The Vendor(s) must specifically label only those provisions of the proposal, which are actually trade secrets, confidential, or proprietary in nature. A blanket statement of confidentiality or the marking of each page of the proposal as "Trade Secret", "Confidential", or "Proprietary" shall not be permitted. Any such designation will be disregarded.



By submitting a response to this RFP, the Vendor shall be deemed to have agreed to indemnify and hold harmless Jackson County for any liability arising from or in connection with Jackson County's failure to disclose, in response to a request under the Michigan Freedom of Information Act, any portion or portions of the Vendor's response to this RFP which have been marked "Trade Secret," "Confidential," or "Proprietary."

3.12 Contacts with Jackson County Personnel

All contact with Jackson County regarding this RFP or any matter relating thereto must be in e-mailed as follows:

Email address: purchasing@mijackson.org

If it is discovered that a Vendor contacted and received information regarding this solicitation from any Jackson County personnel other than the Procurement Contact, Jackson County, in its sole discretion, may disqualify its proposal from further consideration. Only those communications made by Jackson County in writing will be binding with respect to this RFP.

3.13 Final Agreement Award Determination

Jackson County reserves the right to make one total award, one award for each section, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one or more proposals, the terms of any resultant agreement(s), and the determination of which, if any, proposal(s) best serves the interests of Jackson County.

3.14 Cancellation

An IFB, RFP, RFP, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the County in accordance with regulations.



Exhibit A Map of James J. Keeley County Park

